



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ADOPTED

Community Development Commission

May 31, 2011

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The Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MAYWOOD FOR THE SINGLE-FAMILY REHABILITATION GRANT PROGRAM
(DISTRICT 1) (3 VOTE)**

SUBJECT

This letter recommends approval of a Memorandum of Understanding (MOU) with the City of Maywood (City) for the Single-Family Rehabilitation Grant Program, which the Commission will administer within the City.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Director or his designee to execute and if necessary terminate an MOU with the City of Maywood, and any related documents or amendments as may be necessary, to rehabilitate approximately 12 single-family residences within the City, following approval as to form by County Counsel.
2. Authorize the Executive Director or his designee to accept and incorporate up to \$350,000 in Redevelopment funds from the City of Maywood into the Commission's approved Fiscal Year 2010-2011 budget for the purposes described above.
3. Find that the approval of the MOU and acceptance of Redevelopment funds from the City of Maywood is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Commission will use the funds from the City to provide rehabilitation grants for approximately 12 one-unit and two-unit single-family residences within the City.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The Commission will incorporate up to \$350,000 in Redevelopment funds from the City into the Commission's approved Fiscal Year 2010-2011 budget.

Final grant amounts will be determined based on completion of inspections of dwellings and write-ups of proposed scopes of work. Each grant will be evidenced by an executed Agreement for Rehabilitation signed by the homeowner and contractor that will not require repayment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Single-Family Rehabilitation Grant Program (Program) provides grants for repairs to low-income, owner-occupied, single-family homes and mobile homes in unincorporated Los Angeles. Under the MOU, Program services will now be available for residents of the City of Maywood. The MOU will be operable for a period of five months. Under the MOU, single-family rehabilitation grants will be provided to low- and moderate-income homeowners to help them address home repairs and related City building and safety code violations.

The Commission will administer the Program and work in conjunction with staff from the City to address Program-related issues identified in processing applications for single-family rehabilitation grants and pertinent activities.

The Commission will designate one staff person to administer the Program within the City, and Program personnel will be under the Commission's supervision, and not under the supervision or training of the City.

The Commission will administer the funds provided by the City to conduct the services described above, and all services to be provided by the Commission are included within the allocated amount to be paid by the City. Any additional costs related to administering the Program in the City will be paid by the City pursuant to the MOU. In the event of termination of the MOU, the City shall be responsible for all fees incurred through the effective date of termination and will be invoiced by the Commission within 30 days of termination.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

Properties rehabilitated through this Program will be reviewed and approved on a site by site basis

prior to the commencement of any work under this MOU.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will assist low- and moderate-income homeowners with rehabilitation of their residences strengthening affordable single-family housing stock in the County of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:gw

Enclosures

**Memorandum of Understanding By and Between the
Community Development Commission of the
County of Los Angeles and the
City of Maywood Community Development Commission for the
Maywood Residential Rehabilitation Grant Program**

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2011, by and between the Community Development Commission of the County of Los Angeles (the "CDC") and the City of Maywood Community Development Commission (the "City").

Whereas, the City agrees that the CDC, on behalf of the City, will implement, administer and manage the Maywood Residential Rehabilitation Grant Program (the "Program") commencing on _____, 2011 pursuant to Title II of the Housing and Community Development Act of 1974, as amended, and Section 34200 et seq. of the California Health and Safety Code; and

Whereas, the CDC will operate the Program within the City using Redevelopment Housing Set-aside funds provided for and approved by the City, and will monitor the compliance of participants in the Program with regulations established by the California State Redevelopment Agency ("RDA") and the CDC and as set forth in the Program guidelines; and

Whereas, the CDC, on an as-needed basis and throughout the term of the Program, will promote the Program within the City and will be the primary agency in the determination of award of grants to residential property owners who meet the eligibility requirements of the Program for improvements/repairs to owner-occupied, single-family residences of 1-2 units; and

Whereas, the City wishes to enter into this MOU to provide Program funding until the end of the 2010-2011 Fiscal Year (June 30, 2011), and if necessary, on a continuing basis thereafter into the 2011-2012 Fiscal Year for the purpose of completing housing rehabilitation projects begun in Fiscal Year 2010-2011; and

Whereas, should a continuation of the Program be necessary from one fiscal year to the next, appropriate action must be taken by the City to garner the approval of the Maywood Community Development Commission prior to the end of Fiscal Year 2010-2011 to enable the City to carryover remaining Fiscal Year 2010-2011 Redevelopment Housing Set-aside funds into Fiscal Year 2011-2012; and

Whereas, the CDC must take similar action, if necessary, for approval by its approving body to continue the Program into Fiscal Year 2011-2012 and to receive

carryover funds from the City for the specific purpose of completing housing rehabilitation projects begun in Fiscal Year 2010-2011.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Residential Rehabilitation Grant Program Activities

This MOU shall provide for single-family housing rehabilitation grants to address home repairs and related City building and safety code violations using the City's Program guidelines.

2. Term

This MOU shall commence as of the day and year first above written and shall remain in full force until June 30, 2011, and for an additional twelve months commencing on July 1, 2011 and ending on June 30, 2012 with the appropriate approval by the respective approving bodies of the CDC and the City, unless sooner terminated as provided herein. An extension of the Program beyond June 30, 2011 shall be for the purpose of completing housing rehabilitation projects begun during Fiscal Year 2010-2011.

3. Termination

This MOU may be terminated by either party with thirty (30) days' written notice transmitted to the addresses provided in **Section 6** below.

4. City Responsibilities

- A. The City has approved and committed \$350,000 in Redevelopment Housing Set-aside funds to the Program. The City agrees to give an initial amount of \$150,000 of such funds to the CDC for the implementation, administration and management of the Program and shall deposit, by electronic wire, the initial funds into an account established by the CDC for the exclusive purpose of paying for costs associated with Program expenses. This action will be taken within ten (10) working days of the approval and execution of the MOU. Within thirty (30) days of the initial deposit of \$150,000, the City shall make a second deposit of \$200,000 into the CDC's account.
- B. The City authorizes CDC staff to administer the Program in accordance with all applicable federal, State and County laws and regulations. Where necessary, the City shall make available designated CDBG and/or Code Enforcement staff to work with CDC staff assigned to manage the Program on project-related activities such as the processing of applications for housing rehabilitation grants, project case management and monitoring, and other pertinent activities.

- C. City personnel assigned to the Program shall be under the direct supervision of the City's Program Manager. The City's Program Manager will work directly with the CDC's Manager of Housing Development and Preservation Division to ensure that City personnel assigned to the Program are performing their responsibilities in a professional, efficient and effective manner.

5. CDC Responsibilities

- A. CDC Program personnel shall be under the direct supervision of the Manager of CDC's Housing Development and Preservation Division while City of Maywood CDBG/Code Enforcement personnel shall be under the direct supervision of the City's Project Manager. It will be the responsibility of the CDC's and the City's Program Manager's to work together to coordinate and manage the activities and responsibilities of their respective personnel.
- B. The CDC warrants that all services performed by its personnel under this MOU shall be performed in compliance with all applicable federal, state and county laws and regulations, including the City's municipal building and safety codes.
- C. The CDC shall designate one (1) staff person to administer and manage the Program within the City.
- D. The CDC shall administer the funds provided by the City to conduct the Program, and provide services as described in the "Maywood Residential Rehabilitation Program Guidelines," as recently amended.
- E. In the event of termination of the MOU, as provided herein, the CDC shall be responsible for turning over all unfinished project files to the City, and notifying all active clients, contractors and vendors involved in the Program that the CDC will no longer be administering the Program and that the City will be responsible (commencing on a date specific) for the completion of their project and will provide them with the new contact information for the person at the City now responsible for their project. Furthermore, the CDC will return to the City all unallocated Program funds which the City originally deposited (\$350,000 deposit) with the CDC within ten (10) working days of the effective date of termination of the MOU. The CDC will be responsible for paying all outstanding invoices associated with all project costs incurred after the return of Program funds to the City and will invoice the City for reimbursement of those costs.
- F. The CDC shall submit monthly reports to the City identifying single family grant expenditures and status until all funds are depleted and/or the MOU is terminated, whichever comes first.

6. Notices

Notices provided for this MOU shall be in writing and shall be addressed to the person intended to receive the same, at the following addresses:

The CDC: Sean Rogan, Executive Director
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

The City: Lilian Myers, City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

Notices addressed as above provided, shall be deemed delivered three (3) business days after mailing *through the U.S. postal service* or when delivered in person with written acknowledgement of the receipt thereof. The CDC and the City may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

7. Indemnification

The City shall be responsible for and shall defend and hold harmless and indemnify the CDC, Housing Authority of the County of Los Angeles, and the County of Los Angeles, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

The CDC shall be responsible for and shall defend and hold harmless and indemnify the City of Maywood, the Maywood Community Development Commission and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the CDC arising out of or in connection with the services, work, operation or activities of the CDC, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

8. Entire Document

This MOU constitutes the entire understanding and agreement of the parties.

9. Authority

Each of the parties represents and warrants that the person entering into this MOU on behalf of such party is duly authorized to enter into this MOU on behalf of the party.

10. Counterparts

This MOU may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect, as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto, by their respective officers thereunto duly authorized as follows:

COMMUNITY DEVELOPMENT
COMMISSION
OF THE COUNTY OF LOS
ANGELES

City of Maywood

By _____
Sean Rogan
Executive Director

By _____
Lilian Myers
City Manager

APPROVED AS TO FORM:
Andrea Sheridan Ordin

APPROVED AS TO FORM:
Office of the City Attorney

By Behnaz Jashakuma
Deputy County Counsel

By _____
City Attorney

ATTEST:

City Clerk